

UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD

UNITED STATES POSTAL SERVICE

and

Case 12-CA-202996

NATIONAL ASSOCIATION OF LETTER  
CARRIERS, BRANCH 818, AFL-CIO

and

Case 12-CA-203260

AMERICAN POSTAL WORKERS UNION,  
LOCAL 620, AFL-CIO

**DECISION AND ORDER**

Statement of the Cases

On June 26, 2018, the United States Postal Service (the Respondent); National Association of Letter Carriers, Branch 818, AFL-CIO (Branch 818); American Postal Workers Union, Local 620, AFL-CIO (Local 620); and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to Board approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.<sup>1</sup>

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.<sup>2</sup>

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<sup>1</sup> Chairman Ring is recused and took no part in the consideration of this case.

<sup>2</sup> We note that the remedy to which the parties have agreed differs in some respects from previous broad orders that the Board has issued against the Respondent in cases alleging that the Respondent has violated Sec. 8(a)(5) of the Act by failing and refusing to provide relevant information. See, e.g., *United States Postal Service*, 345 NLRB 426 (2005), *enfd.* 486 F.3d 683 (10th Cir. 2007); *United States Postal Service*, 28-CA-

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

### **Findings of Fact**

#### **1. The Respondent's business**

The Respondent is engaged in the business of providing postal services for the United States of America, and operates various facilities throughout the United States in performing that function, including its facilities in Key West, Florida, the only facilities involved in this matter. The Board has jurisdiction over the Respondent and this case by virtue of Section 1209 of the Postal Reorganization Act (39 U.S.C. § 101 et seq.).

#### **2. The labor organizations involved**

National Association of Letter Carriers, AFL-CIO (NALC) and Branch 818 each are, and at all material times have been, labor organizations within the meaning of Section 2(5) of the National Labor Relations Act (the Act).

American Postal Workers Union, AFL-CIO (APWU) and Local 620 each are, and at all material times have been, labor organizations within the meaning of Section 2(5) of the Act.

#### **3. The appropriate unit**

(a) The following employees of the Respondent (the NALC Unit) constitute a unit appropriate for the purposes of collective-bargaining within the meaning of Section 9(b) of the Act:

All employees in the bargaining unit for which NALC has been recognized and certified at the national level — City Letter Carriers, employed by the United States Postal Service, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential capacity, security guards as defined in Public Law 91-775, 1201(2), Postal Inspection Service employees, employees in the supplemental work forces as defined in Article 7 of the collective-bargaining agreement between Respondent and NALC, rural letter carriers, mail handlers, maintenance employees, Special Delivery Messengers, Motor Vehicle Employees and Postal Clerks.

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017383 et al., unpublished order issued November 4, 2002, enfd. Case 02-9587 (10th Cir. 2003). These broad orders, as enforced by the United States Courts of Appeals, remain in effect, and the Board's approval of this stipulation does not modify these orders in any respect.

(b) At all material times, the Respondent has recognized NALC as the exclusive collective-bargaining representative of the NALC Unit. This recognition is embodied in a recognition clause of their current collective-bargaining agreement, at Article 1 — Union Recognition, which is effective from May 21, 2016 through May 20, 2019. At all material times, based on Section 9(a) of the Act, NALC has been the exclusive collective-bargaining representative of the NALC Unit.

(c) At all material times, Branch 818 has been an agent and affiliate of NALC at the Key West, Florida Post Office, and at certain other facilities of the Respondent in Monroe County, Florida, for the purposes of administering the collective-bargaining agreement between the Respondent and NALC on behalf of the NALC Unit employees employed at those facilities.

(d) The following employees of the Respondent (the APWU Unit) constitute a unit appropriate for the purposes of collective-bargaining within the meaning of Section 9(b) of the Act:

All employees in the bargaining unit for which APWU has been recognized and certified at the national level: maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, and operating services and facilities services employees; excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), all Postal Inspection Service employees, employees in the supplemental work forces as defined in Article 7 of the collective-bargaining agreement between Respondent and APWU, rural letter carriers, mail handlers, and letter carriers.

(e) At all material times, the Respondent has recognized APWU as the exclusive collective-bargaining representative of the APWU Unit. This recognition is embodied in a recognition clause of their current collective-bargaining agreement, at Article 1 — Union Recognition, which is effective from May 21, 2015 through September 20, 2018. At all material times, based on Section 9(a) of the Act, APWU has been the exclusive collective-bargaining representative of the APWU Unit.

(f) At all material times, Local 620 has been an agent and affiliate of APWU at the Key West, Florida Post Office, and at certain other facilities of the Respondent in Monroe County, Florida, for the purposes of administering the collective-bargaining agreement between the Respondent and APWU on behalf of the Local 620 Unit employees employed at those facilities.

## **ORDER**

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that:

The Respondent, United States Postal Service, at its 400 Whitehead Street, Key West, Florida and 2764 N. Roosevelt Blvd., Key West, Florida facilities, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Failing or refusing to provide, or unreasonably delaying in providing, National Association of Letter Carriers, AFL-CIO, or its agents, including National Association of Letter Carriers, Branch 818, AFL-CIO, with requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the employees in the following unit:

All employees in the bargaining unit for which NALC has been recognized and certified at the national level — City Letter Carriers, employed by the United States Postal Service, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential capacity, security guards as defined in Public Law 91-775, 1201(2), Postal Inspection Service employees, employees in the supplemental work forces as defined in Article 7 of the collective-bargaining agreement between Respondent and NALC, rural letter carriers, mail handlers, maintenance employees, Special Delivery Messengers, Motor Vehicle Employees and Postal Clerks.

(b) Unreasonably delaying in providing American Postal Workers Union, AFL-CIO, or its agents, including American Postal Workers Union, Local 620, AFL-CIO, with requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of the employees in the following unit:

All employees in the bargaining unit for which APWU has been recognized and certified at the national level: maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, and operating services and facilities services employees; excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical capacity, security guards as defined in Public Law 91-375, 1201(2), all Postal Inspection Service employees, employees in the supplemental work forces as defined in Article 7 of the collective-bargaining agreement between Respondent and APWU, rural letter carriers, mail handlers, and letter carriers.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them in Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Within 14 days from the date of the Board's Order, the Respondent will provide National Association of Letter Carriers, Branch 818, AFL-CIO (Branch 818) with information that it requested on July 12, 19, 20, 21, and 22, 2017, regarding the Respondent's Key West, Florida operations. Specifically, the Respondent will provide Branch 818 with:

The following information that was requested on July 12, 2017:

1. The hiring list for July 1, 2017 to July 12, 2017.
2. The status of Wolf's T-6/T2 float.
3. Emails regarding Denise Young and the Window of Operations not bringing in ODL (overtime desired list) carriers during the period from July 1, 2017 to July 12, 2017.
4. Documents that show all carriers on restrictions (8-hour, 9-hour, and 10-hour restrictions), during the period from July 1, 2017 to July 12, 2017.

The following information that was requested on July 19, 2017:

5. Information as to why no schedule was posted on July 18, 2017.

The following information that was requested on July 20, 2017:

6. The CSDRS-Report for July 19, 2017, except for the portion of that report concerning mail condition.
7. All mandating reports for the period from July 1, 2017 to July 19, 2017.

The following information that was requested on July 21, 2017:

8. The documents carrier Brandy needs to fill out to obtain her uniform allowance.
9. A copy of the Heat Abatement Program for the Key West Post Office including all instructions given to supervisors as well as instructions that they were to provide letter carriers.
10. Copies of updated OSHA 300 logs for the last 5 years.
11. For the 90 day period ending on July 20, 2017, documents showing the names of the supervisor(s) or managers who presented heat abatement related safety talks, with copies of all documents used to give these talks, a listing of the employees in attendance, the time that each stand-up talk was presented, and copies of the ETC reports showing when letter

carriers clocked in. This information is requested for each stand-up talk that the Employer conducted on heat safety.

12. For the 90 day period ending on July 20, 2017, printouts from USPS Safety toolkit for each of the stand-up talks identified above in item 11, identifying who entered the information and the documents that were used to enter these records.
13. For the 90 day period ending on July 20, 2017, a list of any employee heat related complaint or concern brought to the attention of supervision, identifying the date of the communication, the name of the employee, the specific concern or comment surfaced, the specific action taken by the employer in response to the comments or complaints surfaced, and the name and title of the person who investigated the complaint/concern.
14. For the 90 day period ending on July 20, 2017, any and all additional information concerning the heat related incident/illness of City Carriers.

The following information that was requested on July 22, 2017:

15. New start time change papers.
16. Documents showing every time a supervisor delivered mail and parcels to any carrier during the period from July 19, 2017 to July 22, 2017.
17. All 3999 forms completed on carriers from July 1, 2017 to July 18, 2017.

(b) Within 14 days of service by the Region, post at its 400 Whitehead Street, Key West, Florida and 2764 N. Roosevelt Blvd., Key West, Florida facilities, copies of the attached notice marked "Appendix." Copies of the notice, on forms provided by Region 12, after being signed and dated by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced, or covered by any other material. In addition to the physical posting of paper notices, the attached notice marked "Appendix," after being signed and dated by the Respondent's authorized representative, shall be distributed electronically, such as by email, posting on an intranet or internet site, and/or other electronic means, if the Respondent customarily communicates with its employees at the facilities located at 400 Whitehead Street, Key West, Florida and 2764 N. Roosevelt Blvd., Key West, Florida by such means. In addition, the Respondent shall distribute copies of the attached notice marked "Appendix," after being signed and dated by the Respondent's authorized representative, to all supervisors and managers of the Respondent who are employed at the Respondent's facilities located at 400 Whitehead Street, Key West, Florida and 2764 N. Roosevelt Blvd., Key West, Florida.

In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, copies of the notice to all current employees and former employees employed by the Respondent at any time since July 1, 2017.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 12 a sworn certification of a responsible official on a form provided by the Region attesting to the steps the Respondent has taken to comply.

Dated, Washington, D.C., October 4, 2018.

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Lauren McFerran, Member

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Marvin E. Kaplan, Member

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William J. Emanuel, Member

(SEAL)

**NATIONAL LABOR RELATIONS BOARD**

## **APPENDIX**

### **NOTICE TO EMPLOYEES POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government**

#### **PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

#### **FEDERAL LAW GIVES YOU THE RIGHT TO:**

Form, join, or assist a union;  
Choose representatives to bargain with us on your behalf;  
Act together with other employees for your benefit and protection;  
Choose not to engage in any of these protected activities.

**WE WILL NOT** fail or refuse to provide, or unreasonably delay in providing, National Association of Letter Carriers, AFL-CIO, or its agents, including National Association of Letter Carriers, Branch 818, AFL-CIO, with requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of our employees in the following unit:

All employees in the bargaining unit for which NALC has been recognized and certified at the national level — City Letter Carriers, employed by the United States Postal Service, excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential capacity, security guards as defined in Public Law 91-775, 1201(2), Postal Inspection Service employees, employees in the supplemental work forces as defined in Article 7 of the collective-bargaining agreement between Respondent and NALC, rural letter carriers, mail handlers, maintenance employees, Special Delivery Messengers, Motor Vehicle Employees and Postal Clerks.

**WE WILL NOT** unreasonably delay in providing American Postal Workers Union, AFL-CIO, or its agents, including American Postal Workers Union, Local 620, AFL-CIO, with requested information that is relevant and necessary to its role as the exclusive collective-bargaining representative of our employees in the following unit:

All employees in the bargaining unit for which APWU has been recognized and certified at the national level: maintenance employees, motor vehicle employees, postal clerks, mail equipment shops employees, material distribution centers employees, and operating services and facilities services employees; excluding managerial and supervisory personnel, professional employees, employees engaged in personnel work in other than a purely non-confidential clerical



capacity, security guards as defined in Public Law 91-375, 1201(2), all Postal Inspection Service employees, employees in the supplemental work forces as defined in Article 7 of the collective-bargaining agreement between Respondent and APWU, rural letter carriers, mail handlers, and letter carriers.

**WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the exercise of your above stated rights under Section 7 of the Act.

**WE WILL** provide NALC Branch 818 with the information it requested on July 12, 19, 20, 21, and 22, 2017.

#### **UNITED STATES POSTAL SERVICE**

The Board's decision can be found at [www.nlr.gov/case/12-CA-202996](http://www.nlr.gov/case/12-CA-202996) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

